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POLICIES OF EDUCATIONAL NEGOTIATION PROBLEMS AND ISSUES.
RESEARCH MONOGRAPH.
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TRI-STATE AREA SCHOOL STUDY COUNCIL,PITTSBURGH,PA.
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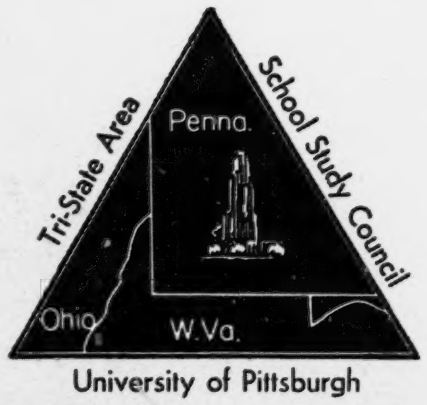
THIS MONOGRAPH IS AN EXPANDED VERSION OF AN ADDRESS GIVEN AT THE MID-WINTER INSTITUTE ON JANUARY 25, 1967. THE DISCUSSION FOCUSES ON THE PROBLEMS OF THE INTER-RELATIONSHIP OF THE SCHOOL BOARD, ADMINISTRATION, AND STAFF, ESPECIALLY IN COLLECTIVE BARGAINING AND INFORMAL NEGOTIATIONS. THE MAJOR ISSUES COVERED INCLUDE--(1) THE FORCES GENERATING THE THRUST TOWARD COLLECTIVE NEGOTIATIONS, (2) THE INEVITABILITY OF COLLECTIVE NEGOTIATIONS FOR MOST SCHOOL SYSTEMS, (3) THE POSITIONS A BOARD OF EDUCATION MIGHT TAKE WHEN CONFRONTED WITH LOCAL DEMANDS FOR COLLECTIVE NEGOTIATIONS, (4) THE ROLE OF THE BOARD OF EDUCATION IN THE NEGOTIATIONS PROCESS, (5) THE ROLE OF THE SUPERINTENDENT IN THE NEGOTIATIONS PROCESS, (6) THE PROPER SUBJECTS TO BE CONSIDERED IN COLLECTIVE NEGOTIATIONS, AND (7) THE AVENUES THE BOARDS OF EDUCATION AND ADMINISTRATIONS CAN TAKE TO CAPITALIZE ON THE COLLECTIVE NEGOTIATIONS MOVEMENT FOR THE BEST INTERESTS OF PUBLIC EDUCATION. THIS DOCUMENT IS AN EXPANDED VERSION OF AN ADDRESS GIVEN AT THE MID-WINTER INSTITUTE (JANUARY 25, 1967). (HW)



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by

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POLICIES OF EDUCATIONAL NEGOTIATION

PROBLEMS AND ISSUES

by

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U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

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TRI-STATE AREA SCHOOL STUDY COUNCIL
University of Pittsburgh

October 1967

Introduction

This manuscript is an expanded version of an address given by Dr. D. Richard Wynn at the Mid-Winter Institute on January 25, 1967. The Tri-State Area School Study Council is very happy to publish this Research Monograph. It should be helpful to school board members, administrative personnel, and those in the teaching profession.

The problem of inter-relationship of school board, administration and staff, has always been with us and has been dealt with in different ways over the years. Now it has developed into a very intense problem because of growing militancy on the part of members of the profession, particularly teachers, stimulated by the American Federation of Teachers and more recently by the National Education Association.

There are no easy answers, but certainly this problem with its increasing intensity should be solved to the benefit of quality education. All three groups — school boards, administrators, and those who teach in the classroom — are interested in one thing, the proper development of children and youth under their care. There should be sufficient ability and dedication within our profession to resolve the problem without harmful effect to the profession or the society which it serves.

It is the hope of the Council that this Monograph will be read carefully and that each school district will appraise its present procedures and problems in the light of current developments.

MAURICE J. THOMAS
Professor of Education
Executive Secretary,
Tri-State Area School Study Council

October 2, 1967

POLICIES OF EDUCATIONAL NEGOTIATION
PROBLEMS AND ISSUES

It is evident that teachers associations are engaged in a concerted drive to win greater participation in making decisions that affect the conditions of teachers' work. It is equally evident that many boards of education are resisting the movement toward collective negotiations. Thus teachers associations and boards of education are on a collision course in many communities; superintendents are often interposed at the point of collision. The essential theme of this paper is that this collision is both unfortunate and avoidable.

First let us define some terms. We shall be speaking about two styles of teacher-board interaction which we shall call "collective bargaining" and "informal negotiation." The term "collective bargaining" is used here in its conventional meaning to designate formal, written agreements between boards of education and agents of exclusive representation of teachers which specify officially adopted procedures for negotiating on matters of mutual concern, procedures for reaching agreement on those concerns, and procedures for mediation in the event of impasses. "Collective bargaining," as used in this discussion, assumes also the use of traditional bargaining tactics, the use of, or threat of, work stoppages — either strikes or professional sanctions — in the event that an impasse remains unresolved. Within this definition, either NEA or AFT affiliates have engaged in collective bargaining, although the NEA prefers the term "professional negotiations" to describe its preferred procedure.

The term "informal negotiations" is defined to mean informal customs of faculty-board collaboration in attempting to reach agreement on matters of mutual concern. Informal negotiations would not typically include exclusive representation of teachers' interests through designated agents of teachers associations or unions, designation of mediation or arbitration procedures, or threats of work stoppages. In informal negotiations the procedure is based upon custom rather than upon officially adopted contracts or agreements; the negotiation procedure tends to be less acrimonious and less stylized than in collective bargaining. "Informal negotiations," as defined here, is not synonymous with the NEA's concept of "professional negotiations," which, in many instances, is more like collective bargaining, as defined above. The accompanying chart helps to illustrate the differences between "collective bargaining" and "informal negotiations" as used in this paper.

In reality, not all patterns of board of education-professional employee interaction fit neatly into this dichotomy. There are many shades of differentiation between the two patterns defined above. But for purposes of this

discussion, it will be useful to make careful distinctions between these two prototypes in considering the dilemmas and prospects of "collective negotiations," a hybrid term that we shall use to refer to both collective bargaining and informal negotiations.

We shall consider these major dilemmas:

What are the forces that are generating this thrust toward collective negotiations?

Are collective negotiations inevitable eventually for most school systems?

What positions might a board of education take when confronted with local demands for collective negotiations?

What might be the role of the board of education in the negotiations process?

What might be the role of the superintendent in the negotiations process?

What is negotiable?

How can boards of education and administrators capitalize upon this movement for the best interests of public education?

COLLECTIVE BARGAINING	INFORMAL NEGOTIATIONS
Employer bargains with agent of teachers association.	Employer negotiates with employees as faculty rather than as teachers association.
Procedures are established through contracts or agreements.	Procedures are established through custom.
Bargaining procedure is similar to collective bargaining styles established in industry.	Negotiations procedure is similar to informal problem-solving discussion among peers.
Bargaining climate views employers and employees as adversaries and considers employee-employer conflict as unavoidable and desirable.	Negotiations climate views employees and employers as colleagues in the educational enterprise who are capable of solving most problems harmoniously in an atmosphere of mutual trust and cooperation.
Atmosphere is acrimonious.	Atmosphere is friendly.
Tactics of domination through power are employed; failing that, compromise is used.	"Integrative" problem-solving methods are used to accommodate as fully as possible the interest of both employee and employer.
The collision of interests focuses on teachers' benefits and prerogatives vs. board's prerogatives and interests.	Prerogatives and benefits of negotiating parties are held secondary to the paramount interest of students.
Superintendent's role is usually confined to that of "expert witness."	Superintendent's role may include "expert witness," mediator, executive officer of the board, professional leader of the faculty, among others.
Work stoppages are threatened and sometimes used.	Work stoppages are not threatened or used.
Procedures for mediation and/or arbitration are mandated and formalized.	No formal provision is made for mediation and/or arbitration although informal mediation may be used.

What are the forces that are generating this thrust toward collective negotiations?

One powerful thrust has been the economic disadvantage of the teacher in comparison with other workers of similar qualifications. According to the latest comparative data available, the median earnings of classroom teachers are surpassed by 6 per cent by the median earnings of foresters, 47 per cent by pharmacists, 69 per cent by engineers, 74 per cent by optometrists, 78 per cent by architects, 89 per cent by veterinarians, 149 per cent by dentists, and 201 per cent by physicians.[1] Nearly three-fourths of the married men hold moonlighting jobs to help support their families.[2] These teachers are understandably unwilling to accept soothing phrases about the importance of good education in lieu of respectable salaries, particularly in an economy that can find the money to explore the moon, support the development of other nations, build vast new airports and highways, establish medicare for the aged but not find money to provide a living wage for teachers who are heads of households.

Moreover, we are confronted by what former U.S. Commissioner of Education Francis Keppel has referred to as a "new breed of professionals." Today's teachers are no longer the young, submissive, unmarried females who willingly acquiesce to whatever policies the board of education is willing to hand down to them. The typical teacher today is better educated, more intelligent, indoctrinated in the importance of his professional rights and responsibilities, and far more self-assertive than he was a generation ago. The typical teacher of today is a married woman in her forties, combat-hardened through years of marriage in the fine art of negotiations.

Another factor that has prompted the disenchantment of teachers is the stultifying effect of bureaucratic administrative organization, particularly in many large school systems, upon the dignity of the teacher. Bel Kaufman's poignant tragi-comedy, *Up the Down Staircase,* is a sobering case study of how bureaucratic school organization looks to the individual classroom teacher.

The civil rights movement has had its effect upon teachers' press toward collective negotiations. We live, whether we like it or not, in a new age of political activism in which collective action, demonstrations, and thrusts for power are both fashionable and effective. Teachers, like other groups of public and private employees, have learned this fact of life and are beginning to capitalize upon it for their purposes.

Another factor has been the intransigent stance and cavalier behavior of a number of boards of education and superintendents who have insisted upon developing personnel policies unilaterally and administering them arbitrarily. Some boards of education have forgotten to be courteous and have treated representatives of teachers as if they were culprits. This kind of behavior sows seeds of resentment which produce a bitter harvest. For example, teachers in one school district in Allegheny County petitioned their board of education to permit a hearing of their views on salary matters. The board refused even to meet with the teachers. This board of education was asking for it and they got it. An AFT local was quickly organized in that district and is now pressing for formal collective bargaining procedures.

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1 National Education Association, Research Division, *Economic Status of Teachers in 1965-66,* Research Report 1966-R7, National Education Association, Washington, D.C., 1966, p. 32.

2 National Education Association, Research Division, *The American Public School Teacher,* Research Report 1963-M2, National Education Association, Washington, D.C., 1963, p. 21.

This incident suggests another powerful reality in the movement toward collective negotiations — the strong competitive drive between the National Education Association and the American Federation of Teachers in a constant rivalry of "one-upmanship" to demonstrate that each is more vigorous than the other in the quest for a better life for teachers.

We may deplore all of these events as selfish power grabs or applaud them as indications that our teaching force has finally arrived at a sense of professional destiny that augurs well for both the profession and education. Regardless of how one views the trend, there is one compelling fact which must be recognized: over half of those who receive teaching certificates in June are not teaching two years later.[3] There must be something seriously wrong with the conditions of employment in an occupation from which half the members depart in half the time it took them to prepare for it.

Are collective negotiations inevitable eventually for most schools?

The National Education Association reports that "nearly a fourth of the teachers in this country are now in school systems which use professional negotiations of one kind or another, and that percentage is expected to double during the current school year."[4] This may be self-congratulatory drumbeating mainly for effect upon the NEA's constituency but there is no question that the practice of some form of collective negotiations is spreading rapidly throughout our schools and that both the NEA and the AFT are pressing vigorously in this direction. State and national teachers organizations are mounting ever-increasing campaigns of information and assistance to local affiliates in support of their efforts to secure written collective negotiations agreements. In a number of states, thrust toward collective negotiations will be generated by state legislation either mandating or permitting collective negotiations in public education. Nine states enacted such bills in 1965 alone. At this writing, bills mandating or permitting some type of collective negotiations are before the legislatures of ten states.

In light of these developments, it is not surprising that many observers are predicting that it is only a matter of time before virtually all school districts will be confronted with demands for written agreements with teachers associations for collective negotiations. We are not prepared to make that prediction. However, we are confident in making the following predictions. Virtually all school districts without highly civilized personnel policies and procedures can expect within a few years demands from their employees for collective bargaining. In many instances the tide of public opinion will be with the teachers. Most of the districts which will escape demands for collective bargaining will be those which have established mutually satisfactory informal negotiations procedures, as defined earlier in this paper.

What position might a board of education take when confronted with demands for collective negotiations agreements?

There are several positions that a board of education might take. First,

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3 National Commission on Teacher Education and Professional Standards, *The Real World of the Beginning Teacher,* National Education Association, Washington, D.C., 1966, p. 7.

4 "Professional Negotiations for Improving Education," *NEA Journal,* vol. 55 (December, 1966), p. 57.

one might treat it as we treated communism and venereal disease a generation ago. We could try to ignore it and hope that by refusing to recognize it, it will go away. This position, in our judgment, is unwise and irresponsible; yet it is exactly the position that many school administrators and boards of education appear to be taking. Second, one could deplore the movement and resist it on the grounds that it is a selfish grab for power by teacher groups, that it invades powers legally vested in the board of education. This appears to be the official position of the National School Boards Association. Consider this resolution stated at that organization's 1961 convention and reaffirmed at later conventions:

> School boards, subject to the requirements of applicable law, should refrain from compromise agreements based on negotiation or collective bargaining, and should not resort to mediation or arbitration, nor yield to threats of reprisal in all matters affecting local public schools, including the welfare of personnel. They should also resist by all lawful means the enactment of laws which would compel them to surrender any part of their responsibility.

One of the nation's leading authorities on school administration, Daniel Griffiths, Dean of the School of Education, New York University, attacks the National School Boards Association's position as follows:

> The National School Boards Association is clearly out of touch with big-city boards and with a large number of others as well. In a Neanderthalian statement which no other responsible group in American life would ever dream of issuing, they completely repudiate collective negotiations. Any school board which heeds this senseless policy deserves all the trouble it will get.[5]

If local boards of education follow the official position of their national body, they would appear to be on a serious collision course with their superintendents, if the superintendents follow the advice of their parent body, the American Association of School Administrators, which is on record as follows:

> Sound written negotiations agreements will serve as an excellent foundation for the development of personnel policies . . . Written negotiations agreements which carefully delineate the role and responsibilities of the superintendent, the board, teachers, administrative and supervisory staff, and professional organizations are essential to the smooth and efficient operation of the schools.[6]

Clearly many boards of education do not support the official position of the National School Boards Association on collective negotiations. Many boards have accepted various forms of collective negotiations in states where they are not required by law to do so. These boards have viewed collective negotiations as another evolutionary step in the democratization of personnel administration and have entered into it in a spirit of good faith and high adventure. In many districts, procedures similar to what we have described as "informal negotiations" are well established. Boards in these districts regard this procedure as a civilized way of reaching important decisions and as a means whereby the knowledge and experience of the professional staff may be released to improve personnel policies and practices. These boards have recognized that the participation of teachers in policy making strengthens the commitment of teachers to help make the policies work. When people share, people care. These boards that have encouraged and regularized teacher participation

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5 Daniel E. Griffiths, "Two Estimates of First Definitive Book on Collective Negotiations in Public Education," *Phi Delta Kappan* (September, 1966), p. 42.

6 American Association of School Administrators, *School Administrators View Professional Negotiations,* National Education Association, Washington, D.C., 1966, pp. 34, 57.

in policy development will find things very little different under more formal negotiations procedures. The new elements that may appear are (1) formalized guarantees of teacher participation in the formulation of policies, (2) formalization of procedures for such participation by official adoption by the board with a delineation of the ground rules covering employee-employer relationships, and (3) provision for appeals procedures in case of impasse. However, if the new arrangement follows the pattern of collective bargaining industrial style with hard-nosed bargaining, outlandish demands, vilification of the board and superintendent, and threats of work stoppages, then of course the game is much less fun to play.

If there is one lesson to be learned from school districts long engaged in collective negotiations procedures, it is that negotiations can be either constructive or damaging to the school system. Like any form of human interaction, its success or failure depends upon the level of civilization of those who enter into it. Human relations have a contagious quality. The board of education or superintendent who enters into collective negotiations grudgingly, who seeks to sabotage it or to play it by their own rules, will find the other party becoming increasingly intransigent. When this happens, boys and girls suffer. If the board and superintendent see collective negotiations as the formalizing of sound and humane personnel practice, enter into it in good faith with full respect for the other party, the board is likely to discover, as many boards have, that it holds powerful promise for the improvement of education. Calvin Gross who, as superintendent of schools in New York, probably faced a more rigorous trial by collective bargaining than any superintendent in the country, nevertheless believes that it can be very healthy for education. Unfortunately, we tend to have our views on the matter distorted by those irreducible conflicts which find their way onto the front pages of our newspapers. The countless cases of success are less evident.

Fourteen years ago in Connecticut, the state teachers association, the state school boards association, and the state superintendents association developed carefully a model scheme that covers virtually all aspects of collective negotiations. It is published in a document called, *Report of Committee on Working Relations Between Boards of Education and Teachers Organizations.* This document has been adopted officially by the Connecticut State Board of Education and approved in principle by the organizations mentioned above. Sixty-eight local boards of education in Connecticut have adopted the procedures which include provision for resolving disagreements that may arise in negotiations. Other examples of fine cooperative action across the country could be cited.

One is reminded of Edwin Markham's challenging quatrain:

He drew a circle that shut me out—
Heretic, rebel, a thing to flout.
But Love and I had the wit to win:
We drew a circle that took him in!

Whether or not collective negotiations will become an abomination or a blessing will depend largely upon the ability of the board of education and the teachers association, under the skillful leadership of the superintendent, to draw circles that take each other in.

Whether one deplores the collective negotiations movement or applauds it, there is one strategy which is most compelling: the necessity of understanding it thoroughly and preparing for it diligently. Here is one example of

the importance of early preparation. One very difficult problem may be that of determining which organization shall be the exclusive representative of the teachers when more than one local organization exists. If the board of education establishes policy on this matter before two local teachers organizations come into being, this knotty problem can be postponed for a while at least and perhaps permanently.

A wise board of education and superintendent will learn as much as they can about collective negotiations. The board that does not do this is likely to be taken to the cleaners, as many boards have been. The other side will be well-prepared. They have attended workshops and seminars offered by the AFT or NEA and their affiliates; they have at their disposal an array of field representatives and professional negotiators whom they can call upon when the going gets rough. If the board of education and superintendent are not equally well-prepared, it could turn out to be a frightful mis-match. The bibliography following this statement contains some of the best books and articles on the subject. Not all of the essential knowledge can be gained from books because some of the writers disagree on basic issues. Some essential decisions must be reached through the hard school of experience. Much can be learned from the experience of school systems, such as those in Michigan, which have engaged in collective negotiations for several years. Many mistakes have been made and there is no excuse for those mistakes to be repeated.

The lull before the first demand for collective negotiations is an excellent time to get one's house in order. The school district without carefully and cooperatively developed personnel policies reduced to writing and widely distributed is in for trouble. Nature abhors a vacuum. Where policy on such matters as grievance procedures, sick leave, or teacher load, is imprecise or, worse yet, non-existent, one can be in for trouble. Teachers have a way of attacking the most vulnerable areas.

Also, many school boards which have been through collective negotiations believe that it is quite advantageous to spell out the ground rules of negotiation in a period of serenity before conflict arises and before emotions become heated. It is much easier to set the ground rules fairly before the game begins than it is in the fifth inning.

It is exceptionally important that highly civilized relations be established with the professional staff before their demands are presented. If teachers rarely attend a board of education meeting, if there is no teachers council, if a teacher morale survey has not been made, if there is no machinery for handling grievances, then the district may be in for more than its share of trouble. There are several practical things a district can do immediately. A professional survey of teacher morale can reveal some of the kinds of annoyances that may appear later in formal demands. Groups of teachers might be invited to appear at committee-of-the-whole meetings of the board to talk informally about their concerns. This is the time to practice the fine art of good faith which becomes so important in the negotiations process. If no means for handling grievances have been established, this should be done before the teachers associations demand it formally. One might study the fairly standard models of agreement proposed by the NEA and its affiliates and examine some of the agreements or contracts which have been negotiated in other districts. This is also the time to establish clearly the role of the board of education and the superintendent in the negotiations process itself and we turn to those questions now.

What is the role of the board of education in the negotiations process?

There are few questions in this whole business that can be answered categorically but this is one that can be. The more militant the teachers association, the more disposed it will be to want to negotiate directly with the full board of education. Teachers associations know that it is to their advantage to negotiate directly with the real seat of power and that is the board of education, not the superintendent. Ultimately the board of education is the body which must approve or disapprove each demand that is made. The board of education will be at serious disadvantage in direct day-to-day negotiation. The representatives of the teachers association can always equivocate by saying that they will have to go back to their constituency to see what is acceptable to them. But if the full board is sitting in negotiation, it can not use this convenient strategem because they represent the ultimate source of decision. Moreover, formal negotiation is an extremely time-consuming procedure. One school district spent three months simply trying to reach agreement on a definition of a grievance. School board members do not have time to engage in protracted negotiations and they often are protracted. So the categorical answer to the question is that the full board should not engage in across-the-table negotiation, although individual members of the board may sit with the negotiating team.

Now we come to one of the most difficult and controversial questions of all:

What should be the role of the superintendent in the negotiations process?

Actually there is very little agreement among the experts on this question. Each superintendent and board of education must think this problem through carefully and answer it in light of its own situation. Here are the possibilities. One, the superintendent may refrain entirely from taking any part in the negotiations, leaving the task entirely to representatives of the employees and the board of education. This is usually the least desirable choice because it isolates the superintendent from participation in many decisions that are closely related with the responsibilities and the success of his good office. Furthermore, it denies to the negotiators the wisdom and understanding of the superintendent who has a lot to contribute to the negotiations procedures. Second, the superintendent may delegate to a staff assistant, perhaps an assistant superintendent, much of the day-to-day work of negotiation. This appears to be a wise choice in cases where the representatives of the teachers association are particularly hostile. Militant negotiations can be very time-consuming. Superintendents who have been through this say that for every two hours spent at the negotiations table, four hours will be spent in preparation for the negotiations and four more hours spent in follow-up. Superintendents are already shamefully overworked, so there is the real question of whether a school district can afford to tie up this much of the superintendent's time without reducing seriously his effectiveness in the discharge of other important duties. When the teachers' bargaining unit is especially intransigent, they may resort to vitriolic, hostile, name-calling strategems that can tarnish severely the image of the superintendent and reduce his effectiveness in his other relations with the professional staff and the public. In large school systems which find themselves confronted by militant and recalcitrant teacher bargaining agents, it may be desirable to hire an expendable assistant superintendent who is very wise in the art of negotiation, pay him extra "hazardous duty pay" so that he

can afford to be bloodied, and thus permit the superintendent and board to come through as unscathed as possible. If this is the strategy adopted, this bargaining agent should work closely with the superintendent and board behind the scenes, keeping them both informed and making no major commitments without the approval of the superintendent or board.

A third role which the superintendent might play is that of mediator between the teachers association and the board. This role works best in situations in which relations among the teachers, board, and administrator are amiable and where both teachers and board have confidence in the superintendent. Some superintendents have played this role effectively. It is probably the role that most superintendents would prefer to play. Although the AFT rejects this role for the superintendent, both the NEA and the AASA prefer it. The AASA, for example, recommends that:

> The superintendent should play a significant role in professional negotiations . . . He should be *an independent third party* in the negotiation process. He should review each proposal in light of its effect upon students and work closely with both the board and the staff representatives in an attempt to reach agreement in the best interests of the educational program. His position as leader of the staff and executive of the board requires this.[7]

Sounds fine. Without doubt it is working that way in many relatively peaceful negotiations. But one doubts whether it can work when the going gets really tough, when a real scrap is on. Note these key words: He should be "an independent third party" *and* the "executive officer of the board." Is it possible always to be both an independent third party *and* the executive officer of the board? How independent can the superintendent be when he is given specific bargaining instructions by the board and when he depends upon the board to retain his position? Isn't it something like expecting the same man to manage a fighter and referee his bout with a contestant at the same time? If these two often incompatible roles are added to a third one, as the AASA document suggests — that of being "the professional leader of the staff" — the conflict of interests is compounded even more. For one thing, the teachers' bargaining unit simply won't accept the superintendent as their representative in the bargaining process. They didn't choose him to play this role. Finis Engleman, long-time Executive Secretary of the AASA, warns that if the superintendent attempts to play all three of these roles he'll probably be in trouble sooner or later.

> He is maneuvered out of position of being helpful both to employer (board) and employee (his professional associates). Neither the board nor the superintendent can be effective at the negotiating table under these conditions. Many boards already accept this. Like the organized teachers, they must select an astute, sharp agent to arrive at the best settlement possible and bring the proposal to them for acceptance or rejection. This negotiator should not be the superintendent of schools unless he is willing to give up other more important roles.

Or consider this statement from Lester Ball, Superintendent of Schools in Oak Park, Illinois, one of the nation's more knowledgeable superintendents in the whole realm of collective negotiations.

> There can be no go-between in this process. Any person who tries to stand between the two parties in a bargaining relationship is apt to get hurt; and the superintendent, if he tries to play this role, is going to be in difficulty. In this situation the superintendent really has no power and no authority. He can be effective, he can be influential, he can be important, but the power and authority to say "yes" or "no" rests with the two bargaining groups. The superintendent

7 *Ibid.*, p. 54.

> must therefore come to understand that neither side will trust him. Teachers will look upon him as a board tool and the board will look upon him as a teacher . . . There is a discipline to collective bargaining that is often not realized, a discipline that is essential. Basically, the discipline can be expressed this way: There can be only two groups at the bargaining table, not three, or four — just two. In some places where this has been attempted only chaos has resulted.[8]

In Alberta, Canada, where highly organized bargaining between boards and teachers groups has been in effect for many years, the role of the superintendent in the bargaining process has been diminished.[9]

The fourth role which the superintendent might play is that of bargaining agent of the board, in which case he makes no pretense of representing the interests of teachers or as mediator between the two. Theodore Kheel, an attorney who mediated the teacher-board bargaining in New York City, among others, states this position in these terms:

> A school board must delegate exclusive power to its superintendent to make professional negotiations work . . . The Board should only work to strengthen the hand of the superintendent. The superintendent performs all the functions of management. He hires and fires . . . I see no conflict between this notion and the theme of a unified profession . . . In the private sector of the economy, management and labor react as one on many matters . . . but they turn around and beat each others' brains out at the bargaining table.[10]

This role has the virtue of giving the superintendent only one hat to wear. It simplifies the situation by making the superintendent analogous to the manager of a private corporation in a collective bargaining situation. But such a role for school administrators will be repugnant to the profession. It almost assures that the superintendent will be seen constantly as the adversary of the professional staff and reduces immeasurably his effectiveness as educational leader of the school system. One might not object to having a staff member of the superintendent's office play this role, as suggested earlier, but many people would not prefer it for the superintendent. However, it is instructive to note that when superintendents who have had long-time experience in collective negotiations with teachers are asked what effect this had upon their role, most of them report that it has brought them into closer relationship with their boards of education and more distant relationships with the professional staff. Perhaps this is explained by the fact that in a real struggle for power, which is what militant collective bargaining becomes, the superintendent finds the middle ground untenable and he accommodates in the direction of the only legal definition of power he has, that is, the executive officer of the board of education charged with carrying out their directives.

The fifth role which is open to the superintendent is that of "expert witness" for both sides of the negotiations table. Here he serves as a source of information for both sides. He avoids the role of mediator and speaks only when he is asked questions and then supplies only objective information. If he can't give an objective answer, he says he doesn't know. He may suggest compromises and means of mediation but he doesn't urge anything on either bargaining unit. In this way he is helpful to both sides, gets bloodied by neither, and is allied with neither. Nevertheless it is a very essential role and, in the minds of some, the most effective role he can play.

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8 Lester B. Ball, "Collective Bargaining: A Primer for Superintendents," *Saturday Review* (January 21, 1967), p. 70.

9 James P. Stephensen, *Teachers Negotiate with Their Boards*, U.S. Office of Education Bulletin, OE-23036, Government Printing Office, Washington, D.C., 1964, p. 48.

10 Quoted from address at discussion group at AASA Convention, 1966.

There is a final role that the superintendent can play, a sort of eclectic role — a little bit of everything as the situation demands. Forbes Bottomley, Superintendent of Schools in Seattle, describes this role in this way:

> The superintendent does what he has to do under the circumstances. I act as supplier of information, as a liaison, as a referee, as a judge, as an active participant, as a mediator, as a "cajoler," as one who tries to seek consensus. I've made it clear from the outset that I am my *own* man, and having done so, do not anticipate getting into any compromising situations with either the board or the teachers . . . I don't hesitate to side with either group on any question. The superintendent can not satisfy everyone. If he tries, he will get into trouble. He can only react honestly to each situation as it arises.[11]

This role of jack-of-all-trades has certain appeal, of course. Whether it can be fulfilled successfully by a superintendent depends upon the expectations and tolerances of the teachers and the board, as well as upon the statesmanship of the superintendent.

The role of the superintendent will vary with the situation. At present it is an ill-defined role generally. None of the existing statutes on collective negotiations attempts to define the role of the superintendent. But it must be defined carefully in each local situation and understood and accepted by board, teachers, and superintendent if the superintendent is to be successful in it. Most districts which have been through this report that the importance of the position of the superintendent is enhanced by collective negotiations.

What is negotiable?

When a Michigan Mediation Board trial examiner ruled on this question, he held that

> the curriculum, class, schedules, size of classes, selecting of instructional materials, planning of facilities, and working conditions are all the proper subjects for collective bargaining.

If this decision were sustained in other jurisdictions, it would bring delight to the teachers associations and a revolution to school administration. Curiously, the American Association of School Administrators prefers a very liberal interpretation of the scope of negotiations, including such considerations as curriculum, in-service education, discharge and discipline of teachers, in addition to the more conventional matters. Most of the existing state statutes specify only three or four matters as negotiable: salaries, fringe benefits, hours of work, and working conditions. This sounds simple enough until one gets into the "working conditions" business. For example, is the question of class size a working condition or is it an instructional policy? Traditionally, teachers associations have preferred a wide interpretation of what is negotiable while boards of education have preferred a narrow definition. In the absence of statutory specification, the only answer to the question of what is negotiable is that the answer itself is negotiable.

How can school boards take advantage of collective negotiations?

This is a complex question and is dealt with here with two illustrations. For example, boards of education have typically favored merit salary programs.

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11 Forbes Bottomley, "Negotiating with Teachers," *School Management* (May, 1965), pp. 150-152.

Teachers associations, both the AFT and NEA, have traditionally resisted them. All the textbooks warn against them and say they will not work. Yet there are case studies of merit salary programs that do work. Many have wondered why some work and others do not. All of the ones that succeed seem to have one common element: they have been developed cooperatively by the board, the administrators, and the teachers with a give-and-take analogous to collective negotiations. In that way, everyone has a stake in wanting to make merit salary programs work. The rule can be stated categorically: if one wishes a merit salary program to succeed, work it out cooperatively with the board, the administrators, and the teachers in a process similar to collective negotiations. If one wishes it to fail, work it out unilaterally in the chambers of the board of education and hand it down to teachers whether they like it or not.

Any board of education has certain unsatisfied expectations of teachers, such as merit salary programs, among others. The wise board of education will have these expectations ready in the form of counterproposals, as the price that teachers must pay, if you will, for the concessions the board of education may be prepared to make. Collective negotiations can be a two-way street. Actually it must be a two-way street if boys and girls are to benefit ultimately. With a little bit of luck both the board of education and teachers can benefit too.

Here is an illustration of how collective negotiations can work to the advantage of teachers, board of education, and education. In one district, the teachers association requested a maximum of 90 days sick leave with pay. The board of education preferred its present policy of a maximum of 40 days sick leave with pay. Neither party resorted to threats nor power to get its own way. The temptation to compromise at 65 days was resisted. Instead, a style of conflict resolution known as "integrative decision-making" was used.[12] The parties agreed to accept a policy of unlimited sick leave experimentally on the condition that the teachers would police the policy and help make it work. The new "integrated" decision was creative. It went beyond the expectations that either party brought to the table. The conflict in this case was constructive. The district discovered that under the policy of unlimited sick leave it had fewer total days of teacher absence than before. Teachers had full salary protection (except for permanent disabilities), and the district saved money in salaries for substitute teachers. The solution was actually more satisfactory to everyone than either of the proposals brought by the two parties. But unlimited sick leave will not usually work unless it is achieved through the process of collective negotiations.

In the long run, school administrators and school boards will learn to live with collective negotiations and many schools will be improved as a result. Current reactions, frequently based on misinformation and fear, will eventually give way to more realistic views. Administrators obsessed with the conviction that "everything goes through me," will either change their style of behavior or retire to professorships in educational administration and teach others how to do it. The old idea of the superintendent as the person who possesses all wisdom and who keeps his finger on every detail of the operation simply won't survive collective bargaining. Although a few superintendents who have preached cooperative decision-making will fail the practical tests they are about to take, most will adjust effectively to the change.

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12 For further discussion of this concept, see Henry C. Metcalf and L. Urwick (eds.), *Dynamic Administration: The Collected Papers of Mary Parker Follett*, Harper and Row Publishers, New York, 1940, Chapter 1.

School boards that have treated teachers as hired hands unworthy of any participation in making decisions that affect teachers' lives and labors will either accommodate to the new procedures or be forced out of office by a public that will not tolerate their unreasonableness. George Bernard Shaw observed that the real test of a gentleman is how well he behaves in a quarrel. School board members and superintendents who can not behave well in collective negotiations will, as Harry Truman put it, "have to get out of the kitchen."

Teachers associations that are corrupted by power, that make unreasonable demands, for work stoppages, that fail to assume the responsibilities concomitant with their prerogatives, will have their wings clipped too. Teachers must refrain from unlawful work stoppages such as strikes, "professional days," and other euphemisms often substituted for strikes. Although conditions of work are unsatisfactory in some school systems, the use of the strike and disdain of injunctions are reprehensible. A society in which teachers condone civil disobedience and lawlessness can not long endure. As Lincoln warned, "There is no grievance that is a fit object for redress by mob rule." Teachers must realize that they render themselves incapable of teaching students good citizenship and respect for law and government when teachers themselves behave otherwise. Certainly the strike can be an effective weapon in improving conditions of employment. A pistol at the head of a robbery victim is also an effective weapon in accomplishing a theft. But both weapons are illegal, dangerous, and inimical to the public interest. If teachers consider anti-strike laws unfair, let them use legitimate means to change the law. Until then, it is nothing less than subversive to practice civil disobedience of law and duly constituted authority.

The great leavening influence in all of this will be that source of power and wisdom that transcends us all — school boards, superintendents, and teachers alike — that is, the power of public opinion. The public will ultimately be the system of checks and balances that will eventually keep us all in our places in this public enterprise.

Our people have seen the full evolution of the trade union movement — sweatshops, lockouts, strikes, strike breakers, rioting, labor laws, mediation, arbitration, and eventually enlightened labor-management relations in a great many industries. Our people have the right to expect that the bloody phases of this sequence will not be repeated in our schools. Indeed, if there is one institution in our society in which we might expect to find the most civilized object lesson in fine employer-employee relations, it would be our schools.

The question is not whether teacher, superintendents, and boards of education will learn to live with collective negotiations. The question is whether we will move quickly and wisely enough to take advantage of it for the ultimate benefit of children.

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